

# Swarovski Crystal Society Membership General Terms and Conditions

## Modified in January 2020

### 1. General

These General Terms and Conditions ("GTC") govern the Swarovski Crystal Society Program ("SCS Program") with respect to new membership enrollments January 1, 2020 or later, or renewal membership terms beginning January 1, 2020 or later. The Swarovski Crystal Society membership is a joint customer program by Swarovski Aktiengesellschaft, Dröschstrasse 15, 9495 Triesen, Principality of Liechtenstein and the respective local Swarovski Company responsible for the members' country of residence (jointly referred to as "Swarovski"). Swarovski Company responsible for the members' country of residence may be located in another country than members' country of residence. Use of any membership in Swarovski Crystal Society membership ("membership") at any time subjects the member to the provisions of these GTC, as amended from time to time.

### 2. Benefits

The SCS program entitles the SCS members for exclusive benefits. Swarovski will communicate membership exclusive benefits on a regular basis via a communication channel at Swarovski's sole discretion. The list of benefits are always available in any participating store or online in the SCS section of swarovski.com. The benefits may change from time to time.

### 3. Conditions

- For the Member Benefits to apply, the membership account must be active at the time of purchase/event.
- Memberships are for individual use only and are non-transferable.
- Members are expected to submit and maintain accurate and current user information in connection with their memberships. Such information includes name, address, email address, and telephone number. Members can change their account information by (i) updating member profile data through an SCS online account, (ii) requesting an update from a Swarovski Store (iii) contacting Customer Relations at members' country of residence (by phone, email or otherwise) which can be found either in the membership brochure or online on swarovski.com/contact. Swarovski cannot assume any liability for correspondence, mail or e-mail that is lost, delayed, or misdirected.

### 4. Membership Fee

- A (new or renewal) Membership is available for one (1) year or for three (3) consecutive years. The fees for the Membership are set annually and are communicated in members' country of residence either in the Swarovski store or online (swarovski.com/scs) or on the order form of the respective country. Swarovski may change the membership fee or periods at any time, changes will apply only to new and renewal Memberships.
- Membership fees are not refundable.

### 5. Term; Renewal

- If the member has chosen a fixed term Membership, each Membership will automatically expire after the Membership term unless the member extends its respective Membership. A renewal within a current Membership term extends the existing expiration date of the Membership by the renewal term; such renewal term begins the day after the current term ends.
- If the member has chosen a Continuous Membership, each Membership will automatically renew for successive new period(s) of one (1) year each, unless the member terminates the Membership by giving Swarovski one (1) month notice before expiration of the Membership. The renewal term of one (1) consecutive year begins the day after the end date of the previous Membership term.
- Swarovski will use good efforts to contact the member before the end of the Membership term. For fixed Membership, Swarovski grants the member an adequate grace period (not more than 2 months) after the end date of the Membership term to renew the Membership. A renewal term begins the day after the end date of the previous Membership term. The members' personal number of Membership will not be used for any other member for 5 years after the end date of the Membership.

### 6. Termination

- Depending on the chosen Membership, (a) members can terminate the Continuous Membership at any time with effect of expiration of the term at least one (1) month before the term expires; or (b) for Fixed Membership, the membership expires automatically after the Membership period unless extended by the member.
- Swarovski may terminate the membership, including any associated accounts, without observing a notice period, for any reason in its sole discretion, including without limitation if continued use of such membership would violate any provisions of these GTC, applicable law, or otherwise be harmful to our interests. In the event of any such termination, the member will not be entitled to a refund of its membership fee.

### 7. Disclaimers; Limitation of Liability

- Use of the SCS Program and any of its associated benefits is at members' sole risk. The membership benefits are provided on an "as is" and "as available" basis.
- Swarovski makes no warranty that (i) the SCS Program will meet the members' requirements, (ii) the SCS Program will be uninterrupted, timely, secure, or error-free.
- Swarovski shall not be liable for any indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Swarovski has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the SCS Program or any benefits thereof; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered via the use of the SCS Program; (iii) unauthorized access to or alteration of members' the SCS Program data; or (iv) any other matter relating to the SCS Program.
- Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental, consequential or other damages. Accordingly, some of the above limitations and exclusions may not apply.

### 8. Governing Law and Jurisdiction

These GTC, and the respective rights and obligations of the parties hereunder, shall be governed by, and construed in accordance with, the laws of Switzerland, without regard to conflict of law principles. Place of Jurisdiction shall be Zurich, Switzerland.

### 9. Acknowledgement

These GTC, including all documents referenced herein, represents the entire understanding between Swarovski and any user of the SCS Program with respect to the SCS Program and supersedes any other agreements, statements or representations. Headings used in these GTC are for reference only and shall not affect the meaning of any terms. Any user of any portion of the SCS Program is deemed to have accepted the terms and conditions of these GTC.

### 10. Changes to these GTC

Swarovski may change the terms of these GTC at any time without notice or liability by posting revised Terms and Conditions on the SCS Members' Area on swarovski.com. The member may view the current version of these GTC at any time on the SCS Members' Area on swarovski.com. The member may also obtain a copy at any Swarovski Store or by contacting Customer Relations.

### Swarovski Crystal Society (SCS) Data Privacy Policy

The following provisions shall be applicable for the processing of data by SWAROVSKI in connection with the customer loyalty program Swarovski Crystal Society (SCS).

#### a) RESPONSIBLE for the Personal Data (Controller)

The PERSONAL DATA in connection with the membership at SCS is processed by two joint controllers, in particular (i) the controller of the respective local Swarovski company which issues the membership according to the application form and which receives the membership fees, and (ii) the controller of Swarovski Aktiengesellschaft, Dröschstrasse 15, 9495 Triesen, Liechtenstein. Other companies and affiliates of SWAROVSKI may however use the collected PERSONAL DATA for their purposes according to Section I para. 3 above.

#### b) Processing of PERSONAL DATA and SOURCE

SWAROVSKI collects and retains the personal obligatory data provided on the SCS application form (including but not necessarily limited to the title, name, contact details, birth date, pre-existing SCS membership number, language preference, order information, as well as the name, contact details and SCS membership number of the gift giver, where applicable) by the SCS Member him or herself or by the person that buys the SCS Membership as a gift and provides SWAROVSKI with the PERSONAL DATA of the SCS Member ("Form Data"). SWAROVSKI receives such PERSONAL DATA from the points of sale where the membership is ordered and paid. It assigns to each new SCS Member, a unique membership number, tracks the membership start and renewal dates, service and mailing options chosen by the SCS Member, services provided (including gifts sent), and, as the case may be, further data about the SCS Member's use of the Swarovski Group's online offerings and mailings (e.g., newsletter open rate, click rate, visited online web pages, social media interactions). SWAROVSKI may also process payment information, directly or through a third party, where necessary for the payment of SCS Membership fees. Additionally, SWAROVSKI records the purchase history of each SCS Member, in the form of items purchased (product designation, price) and place and time of purchase. The purchase history is recorded only if the SCS Membership number is communicated at the checkout for purchases in stores offering the SCS program. Where SWAROVSKI believes that two different SCS Memberships belong to the same individual, or where a valid request is received, SWAROVSKI may merge them.

#### c) PURPOSE of processing

SWAROVSKI collects and processes the PERSONAL DATA of members of the customer loyalty program according to Section I para. 2 above and as specified below for the PURPOSES listed under that respective provision, and in particular also for the following PURPOSES:

- administration of SCS memberships;
- operation of SCS, namely personalized offers and communications regarding products and services of SWAROVSKI, providing of advantages and awarding special conditions, participating in surveys, requiring feedback and act in social media.

The PERSONAL DATA collected is used by SWAROVSKI to administer and manage the Membership (including also for accounting and payment purposes), to provide the Member with the benefits and other services that come with the Membership (the legal basis for this is the Membership) and to provide the SCS Member with commercial communications (such as newsletters, product information, services and exclusive offers of the Swarovski Group) by e-mail, mail, mobile messaging or a phone call based on the contact information provided by the Member (for which SWAROVSKI relies on the SCS Member's consent). In all these cases, SWAROVSKI may personalize the information sent to the Member so that the Member particularly receives, where possible, information which SWAROVSKI considers interesting for the Member. For this purpose, SWAROVSKI analyses the Form Data (and in particular, information as to age, sex, interests and preferences), interaction variables (such as click rates, time of interaction or social media interaction), and other information that can be gleaned from the purchase history or has been given to SWAROVSKI by the SCS Member voluntarily at any later time. Furthermore, SWAROVSKI may use the PERSONAL DATA for compliance with its legal obligations and, where it has a legitimate interest, for statistical and research purposes, including for better understanding of SCS Members, consumer and market analysis, improvements to the SCS Program and the development of new products and services.

#### d) DISCLOSURE of Personal Data

In the course of processing PERSONAL DATA in connection with SCS, SWAROVSKI may namely disclose data to the following categories of recipients:

- PARTNERS, including business, marketing and promotion partners (including social media partners) and all participating retail shops or other authorized specialists dealers, irrespective of whether the company is run by SWAROVSKI or another sales or cooperation partner; whereas these stores may be located within any country worldwide and they may use data received from SWAROVSKI only for the purpose of operating SCS, including personalized offers to and communication with Members on behalf of SWAROVSKI;
- to a SWAROVSKI company to whom the processing of data (operation of the database) regarding SCS has been outsourced in technical respect (processors).

Each recipient may be located in a country without an adequate level of data protection. If that is the case, SWAROVSKI will ensure an adequate level of protection according to Section I para. 4 above.

#### e) RIGHTS of Data Subjects

SCS Members and membership gift givers are entitled at any time to ask SWAROVSKI for information relating to their saved personal data, and other information as provided for by applicable data protection law. Further information about the RIGHTS of SCS Members is provided in Section I para. 7 above.

#### f) DATA RETENTION

PERSONAL DATA will be held and used for the duration of the Membership; thereafter, it will be retained as long as necessary for the aforementioned purposes, but not for more than five years, unless required for legal reasons. The purchase history is generally recorded for five years. As exception to this rule, the purchase history on SCS exclusive products will be kept during the entire duration of the Membership in order to recognize member life-time value to the Society.

Should a SCS Member not wish to have his or her SCS exclusive product history stored above 5 years, he/she can request deletion by contacting customer\_relations.li@swarovski.com informing of his/her explicit wish to have this history deleted.

For the full Swarovski Data Privacy Notice please refer to [www.swarovski.com/dataprotection](http://www.swarovski.com/dataprotection)